

ATTACHMENT "A"

AMENDMENT TO SUBLEASE AGREEMENT, the Gold's Building

The City of Lincoln (hereinafter called Sublessor) and DAS/State Building Division on behalf of Workforce Development Department of Labor (hereinafter called Sublessee) entered into a sublease agreement executed under Ordinance 18988 for sublease of office space located at 1010 N St., Suite 150, Lincoln, Nebraska in the Gold's Building for the term January 1, 2007 through December 31, 2011. Said Ordinance was passed by City Council and approved by the Mayor on September 13, 2007.

The Sublessor is in need of more office space and an amendment to the lease is necessary to reduce common space identified in the sublease agreement. Pursuant to paragraph 18 of the Sublease Agreement, attached herein as Attachment A, an amendment to the lease must be signed in writing by both parties.

Sublessor and Sublessee each agree to amend the Sublease Agreement executed under Ordinance 18999 in the following manner:

1. Amending the amount of area leased identified on page 1 of the sublease agreement from 6,568 square feet to 6,076 square feet.
2. Striking paragraph 3 "Rent" on page 1 of the sublease agreement and amending it to read as follows:

1. Rent. Annual rent is for 6,076 square feet of subleased office space. The rent schedule is:

Lease Term	Cost Per Square Foot	Monthly Rent	Total Rent
4/1/09 to 12/31/09	\$11.56	\$5,853.21	\$52,678.89
1/1/10 to 12/31/10	\$11.85	\$6,000.05	\$72,000.60
1/1/11 to 12/31/11	\$12.14	\$6,146.88	\$73,762.64

Total Rent Owed Under Lease for 4/1/09 to 12/31/11	\$198,442.13
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Sublessee agrees to pay the Sublessor annual rent in the amount shown above, payable in equal monthly installments as shown above, in advance, commencing on the first day of April, 2009 and continuing monthly thereafter on the first day of each month, the last monthly installment to be due on December 1, 2011. Janitorial and utility services are to be provided and paid by the Landlord, Security National Properties Funding, LLC.

3. Striking paragraph 4 on page 2 and amending it to read as follows:

4. Leased Premises. Sublessee's rent payment represents payment for 6,076 square feet as apportioned below:

- a. Occupied Space. This sublease provides Sublessee with 2,341

square feet of occupied space at Gold's Building, 1010 N Street, Suite 150, Lincoln, Nebraska, 68508 at the One Stop Career Center.

- b. Common Space: Common space shall be apportioned according to the percentage of occupied space. The parties agree there is in total 5,285 square feet of occupied space and 8,433 square feet of common space. Sublessee is provided with 44.29% of occupied space. Applying that percentage to the 8,433 square feet of common space, this sublease provides Sublessee with 3,735 square feet of common space.
- c. Review of space apportionment. A review of the Sublessee's occupied and common space apportionment will be reviewed on a bi-annual basis by the City and by Sublessee at a mutually agreed time to determine the accuracy of the figures. If the occupied and common space figures need to be adjusted after said review, said adjustment will be agreed upon by amendment by both the Sublessor and Sublessee and the rent shall be adjusted in accordance with the rent schedule in paragraph 3.

5. All other terms of the sublease shall remain in effect.

IN WITNESS HEREOF, the undersigned person representing the each party does hereby agree and represent that he is legally capable to sign the Agreement on behalf of the party.

CITY OF LINCOLN
SUBLESSOR

Department of Administrative Services
SUBLESSEE

Chris Beutler,
Mayor, City of Lincoln, Nebraska

Carlos Castillo, Director, Department of
Administrative Services

Dated: _____

Dated: 2/9/09

Jeffrey Jensen
Administrator, State Building Division
Department of Administrative Services

Dated: 07/07/09

Dated: _____

All parties acknowledge that the above signature on behalf of the City of Lincoln is conditional upon approval of the Lincoln City Council of Lincoln, Nebraska.

Security National Properties Funding, LLC hereby consents and approves the terms of the foregoing sublease.

Securities National Properties Funding, LLC

BY: 

Chad Christensen, Vice President of Real Estate